

Link M6

From the intersection of **Links L2, M1, and M6**, Link M6 proceeds in a westerly direction approximately 840 feet to a slight angle point. From this angle point, Link M6 proceeds in a southwesterly direction approximately 4,140 feet to an angle point. This segment of Link M6 crosses a natural gas pipeline and an unnamed stream. From this angle point, Link M6 proceeds in a northwesterly direction approximately 960 feet to an angle point. This segment of Link M6 crosses a natural gas pipeline. From this angle point, Link M6 proceeds in a westerly direction approximately 1,560 feet to the intersection of **Links M6, O1, and O5**. This segment of Link M6 crosses two natural gas pipelines.

Link M7

From the intersection of **Links L3, L4, and M7**, Link M7 proceeds in a generally westerly direction approximately 8,370 feet to the intersection of **Links M7, O1, O2, and O7**. Link M7 crosses Harriet Creek six times and four natural gas pipelines.

Link M8

From the intersection of **Links K61, K62 and M8**, Link M8 proceeds in a southwesterly direction approximately 4,640 feet to an angle point. This segment of Link M8 crosses an unnamed stream, a natural gas pipeline, and Sam Reynolds Road. From this angle point, Link M8 proceeds in a westerly direction approximately 6,170 feet to the intersection of **Links M8, O2, and O3**. This segment of Link M8 crosses a refined liquid product pipeline, two natural gas pipelines, three unnamed streams, and Dalrymple Lane.

Link O1

From the intersection of **Links M7, O1, O2, and O7**, Link O1 proceeds in a southwesterly direction approximately 3,590 feet to the intersection of **Links M6, O1, and O5**. Link O1 crosses Harriet Creek.

Link O2

From the intersection of **Links M8, O2, and O3**, Link O2 proceeds in a southerly direction approximately 3,790 feet to an angle point. This segment of Link O2 crosses an unnamed stream and two natural gas pipelines. From this angle point, Link O2 proceeds in a southwesterly direction approximately 1,430 feet to the intersection of **Links M7, O1, O2, and O7**. This segment of Link O2 crosses three natural gas pipelines.

Link O3

From the intersection of **Links M8, O2, and O3**, Link O3 proceeds in a northerly direction approximately 490 feet to an angle point. From this angle point, Link O3 proceeds in a northwesterly direction approximately 850 feet to an angle point. From this angle point, Link O3 proceeds in a northerly direction approximately 680 feet to the intersection of **Links O3 and O8**. This segment of Link O3 crosses two natural gas pipelines and Dove Hollow Lane.

Link O5

From the intersection of **Links M6, O1, and O5**, Link O5 proceeds in a westerly direction approximately 1,950 feet to an angle point. This segment of Link O5 crosses two natural gas pipelines, an unnamed stream, and a crude oil pipeline. From this angle point, Link O5 proceeds in a southwesterly direction approximately 470 feet to an angle point. This segment of Link O5 crosses an unnamed stream and a natural gas pipeline. From this angle point, Link O5 proceeds in a westerly direction approximately 2,770 feet to the intersection of **Links O5, O6, and P3**.

Link O6

From the intersection of **Links O5, O6, and P3**, Link O6 proceeds in a southerly direction approximately 1,850 feet to the intersection of **Links O6 and P1**. Link O6 crosses two natural gas pipelines.

Link O7

From the intersection of **Links M7, O1, O2, and O7**, Link O7 proceeds in a westerly direction approximately 5,040 feet to a slight angle point. This segment of Link O7 crosses Harriet Creek three times, a natural gas pipeline, and a crude oil pipeline. From this angle point, Link O7 proceeds in a southwesterly direction approximately 630 feet to a slight angle point. From this angle point, Link O7 proceeds in a westerly direction approximately 970 feet to the intersection of **Links O7, P7, and Q1**. This segment of Link O7 crosses S County Line Road and two natural gas pipelines.

Link O8

From the intersection of **Links O3 and O8**, Link O8 proceeds in a westerly direction approximately 4,300 feet to an angle point. This segment of Link O8 crosses two unnamed streams. From this angle point, Link O8 proceeds in a northwesterly direction approximately 1,140 feet to the intersection of **Links O8 and Q2**.

Link P1

From the intersection of **Links O6 and P1**, Link P1 proceeds in a southeasterly direction approximately 670 feet to a slight angle point. This segment of Link P1 crosses an unnamed stream. From this angle point, Link P1 proceeds in a southerly direction approximately 760 feet to an angle point. From this angle point, Link P1 proceeds in a westerly direction approximately 4,130 feet to an angle point. This segment of Link P1 crosses S County Line Road, Shale Creek Boulevard, and five natural gas pipelines. From this angle point, Link P1 proceeds in a northerly direction approximately 1,250 feet to the intersection of **Links P1, P4, and R1**. This segment of Link P1 crosses four natural gas pipelines.

Link P3

From the intersection of **Links O5, O6, and P3**, Link P3 proceeds in a northerly direction approximately 1,580 feet to an angle point. From this angle point, Link P3 proceeds in a westerly direction approximately 2,840 feet to the intersection of **Links P3, P5, and P6**. This segment of Link P3 crosses S County Line Road, five natural gas pipelines, and an unnamed stream.

Link P4

From the intersection of **Links P4, P5, and S1**, Link P4 proceeds in a southerly direction approximately 2,290 feet to an angle point. From this angle point, Link P4 proceeds in a westerly direction approximately 1,210 feet to the intersection of **Links P1, P4, and R1**. This segment of Link P4 crosses three natural gas pipelines.

Link P5

From the intersection of **Links P3, P5, and P6**, Link P5 proceeds in a southerly direction approximately 1,320 feet to the intersection of **Links P4, P5, and S1**. Link P5 crosses two natural gas pipelines.

Link P6 (bi-directional)

From the intersection of **Links P6, P7, and S2**, Link P6 proceeds in a southerly direction approximately 2,220 feet to the intersection of **Links P3, P5, and P6**. Link P6 crosses an unnamed stream.

Link P7

From the intersection of **Links O7, P7, and Q1**, Link P7 proceeds in a westerly direction approximately 1,880 feet to the intersection of **Links P6, P7, and S2**. Link P7 crosses three natural gas pipelines.

Link Q1

From the intersection of **Links Q1, Q2, and Q5**, Link Q1 proceeds in a southerly direction approximately 5,360 feet to the intersection of **Links O7, P7, and Q1**. Link Q1 crosses three natural gas pipelines, Harriet Creek, W County Line Road, and a crude oil pipeline.

Link Q2

From the intersection of **Links Q2 and O8**, Link Q2 proceeds in a westerly direction approximately 990 feet to an angle point. This segment of Link Q2 crosses two natural gas pipelines and S County Line Road. From this angle point, Link Q2 proceeds in a southerly direction approximately 1,990 feet to the intersection of **Links Q1, Q2, and Q5**.

Link Q5

From the intersection of **Links Q1, Q2, and Q5**, Link Q5 proceeds in a westerly direction approximately 4,480 feet to an angle point. This segment of Link Q5 crosses an unnamed stream, a crude oil pipeline, three natural gas pipelines, and Harriet Creek. From this angle point, Link Q5 proceeds in a northwesterly direction approximately 680 feet to an angle point. From this angle point, Link Q5 proceeds in a westerly direction approximately 2,800 feet to a slight angle point. This segment of Link Q5 crosses CR 4717 and a natural gas pipeline. From this angle point, Link Q5 proceeds in a northwesterly direction approximately 3,130 feet to the intersection of **Links Q5, T1, and T2**. This segment of Link Q5 crosses a natural gas pipeline.

Link R1

From the intersection of **Links P1, P4, and R1**, Link R1 proceeds in a westerly direction approximately 2,460 feet to an angle point. This segment of Link R1 crosses Elizabeth Creek and an existing transmission line. From this angle point, Link R1 proceeds in a southerly direction approximately 4,390 feet to the intersection of **Links M5, R1, R2, and R6**. This segment of Link R1 crosses an unnamed stream, four natural gas pipelines, SH 114, and an existing transmission line.

Link R2

From the intersection of **Links M5, R1, R2, and R6**, Link R2 proceeds in a southerly direction approximately 3,310 feet to the intersection of **Links M4, R2, R3, and R5**. Link R2 crosses two unnamed streams and four natural gas pipelines.

Link R3

From the intersection of **Links M3, R3, and R4**, Link R3 proceeds in a northerly direction approximately 4,060 feet to the intersection of **Links M4, R2, R3, and R5**. Link R3 crosses a natural gas pipeline.

Link R4

From the intersection of **Links M3, R3, and R4**, Link R4 proceeds in a northwesterly direction approximately 1,500 feet to an angle point. This segment of Link R4 crosses an unnamed stream and a natural gas pipeline. From this angle point, Link R4 proceeds in a westerly direction approximately 3,470 feet to the intersection of **Links R4, V1, and V2**. This segment of Link R4 crosses a natural gas pipeline.

Link R5

From the intersection of **Links M4, R2, R3, and R5**, Link R5 proceeds in a westerly direction approximately 5,850 feet to the intersection of **Links R5, U2, and U3**. Link R5 crosses an unnamed stream and a natural gas pipeline.

Link R6

From the intersection of **Links M5, R1, R2, and R6**, Link R6 proceeds in a westerly direction approximately 2,080 feet to an angle point. This segment of Link R6 crosses an unnamed stream and a natural gas pipeline. From this angle point, Link R6 proceeds in a northwesterly direction approximately 630 feet to an angle point. From this angle point, Link R6 proceeds in a westerly direction approximately 3,230 feet to the intersection of **Links R6, U1, and U2**. This segment of Link R6 crosses an unnamed stream.

Link S1

From the intersection of **Links P4, P5, and S1**, Link S1 proceeds in a westerly direction approximately 6,140 feet to the intersection of **Links S1, S3, and S4**. Link S1 crosses three natural gas pipelines, an existing transmission line, and Elizabeth Creek.

Link S2

From the intersection of **Links P6, P7, and S2**, Link S2 proceeds in a westerly direction approximately 620 feet to an angle point. From this angle point, Link S2 proceeds in a northwesterly direction approximately 2,780 feet to an angle point. This segment of Link S2 crosses a natural gas pipeline and an unnamed stream. From this angle point, Link S2 proceeds in a westerly direction approximately 1,570 feet to an angle point. From this angle point, Link S2 proceeds in a southwesterly direction approximately 1,210 feet to the intersection of **Links S2, S3, and S5**.

Link S3

From the intersection of **Links S2, S3, and S5**, Link S3 proceeds in a southwesterly direction approximately 3,720 feet to the intersection of **Links S1, S3, and S4**. Link S3 crosses an existing transmission line and Elizabeth Creek.

Link S4

From the intersection of **Links S1, S3, and S4**, Link S4 proceeds in a westerly direction approximately 1,800 feet to an angle point. From this angle point, Link S4 proceeds in a southwesterly direction approximately 910 feet to the intersection of **Links S4, T4, and U1**. This segment of Link S4 crosses a natural gas pipeline.

Link S5

From the intersection of **Links S2, S3, and S5**, Link S5 proceeds in a westerly direction approximately 3,740 feet to the intersection of **Links S5, T1, and T3**. Link S5 crosses an existing transmission line and Elizabeth Creek.

Link T1

From the intersection of **Links Q5, T1, and T2**, Link T1 proceeds in a southerly direction approximately 5,450 feet to the intersection of **Links S5, T1, and T3**. This segment of Link T1 crosses three natural gas pipelines, Hickory Street, an existing transmission line, and Elizabeth Creek.

Link T2

From the intersection of **Links Q5, T1, and T2**, Link T2 proceeds in a westerly direction approximately 2,640 feet to an angle point. This segment of Link T2 crosses a natural gas pipeline, an unnamed stream, and CR 4733. From this angle point, Link T2 proceeds in a southwesterly direction approximately 2,910 feet to a slight angle point. This segment of Link T2 crosses an existing transmission line, an unnamed stream, a natural gas pipeline, and Elizabeth Creek. From this angle point, Link T2 proceeds in a southwesterly direction approximately 1,480 feet to a slight angle point. From this angle point, Link T2 proceeds in a southwesterly direction approximately 3,600 feet to the intersection of **Links T2, T3, and T5**. This segment of Link T2 crosses Hickory Street and an unnamed stream.

Link T3

From the intersection of **Links S5, T1, and T3**, Link T3 proceeds in a southwesterly direction approximately 760 feet to a slight angle point. From this slight angle point, Link T3 proceeds in a northwesterly direction approximately 590 feet to a slight angle point. From this angle point, Link T3 proceeds in a westerly direction approximately 1,090 feet to an angle point. From this angle point, Link T3 proceeds in a southwesterly direction approximately 870 feet to an angle point. This segment of Link T3 crosses a natural gas pipeline. From this angle point, Link T3 proceeds in a westerly direction approximately 4,650 feet to the intersection of **Links T2, T3, and T5**. This segment of Link T3 crosses an unnamed stream.

Link T4

From the intersection of **Links S4, T4, and U1**, Link T4 proceeds in a northwesterly direction approximately 1,060 feet to an angle point. This segment of Link T4 crosses a natural gas pipeline and two unnamed streams. From this angle point, Link T4 proceeds in a western direction approximately 3,980 feet to an angle point. This segment of Link T4 crosses an unnamed stream four times, a natural gas pipeline, and an additional unnamed stream. From this angle point, Link T4 proceeds in a southwesterly direction approximately 720 feet to an angle point. From this angle point, Link T4 proceeds in a westerly direction approximately 2,040 feet to the intersection of **Links T4, T5, and W1**. This segment of Link T4 crosses an unnamed stream.

Link T5

From the intersection of **Links T2, T3, and T5**, Link T5 proceeds in a southerly direction approximately 2,760 feet to the intersection of **Links T4, T5, and W1**. Link T5 crosses a natural gas pipeline.

Link U1

From the intersection of **Links S4, T4, and U1**, Link U1 proceeds in a southwesterly direction approximately 560 feet to an angle point. From this angle point, Link U1 proceeds in a southerly direction approximately 5,880 feet to an angle point. This segment of Link U1 crosses three natural gas pipelines, SH 114, and an existing transmission line. From this angle point, Link U1 proceeds in a southwesterly direction approximately 530 feet to the intersection of **Links R6, U1, and U2**.

Link U2

From the intersection of **Links R6, U1, and U2**, Link U2 proceeds in a southerly direction approximately 1,950 feet to an angle point. This segment of Link U2 crosses two natural gas pipelines, two unnamed streams, and CR 4840. From this angle point, Link U2 proceeds in a southeasterly direction approximately 770 feet to an angle point. From this angle point, Link U2 proceeds in a southerly direction approximately 720 feet to the intersection of **Links R5, U2, and U3**.

Link U3

From the intersection of **Links R5, U2, and U3**, Link U3 proceeds in a westerly direction approximately 1,300 feet to an angle point. This segment of Link U3 crosses a natural gas pipeline. From this angle point, Link U3 proceeds in a southwesterly direction approximately 600 feet to the intersection of **Links U3, V1, V3, and W5**.

Link V1

From the intersection of **Links R4, V1, and V2**, Link V1 proceeds in a northwesterly direction parallel to the east side of a railroad approximately 4,260 feet to the intersection of **Links U3, V1, V3, and W5**. Link V1 crosses a natural gas pipeline twice.

Link V2

From the intersection of **Links R4, V1, and V2**, Link V2 proceeds in a southwesterly direction approximately 460 feet to an angle point. This segment of Link V2 crosses CR 4923, a railroad, CR 4925, and a natural gas pipeline. From this angle point, Link V2 proceeds in a westerly direction approximately 2,340 feet to an angle point. This segment of Link V2 crosses two natural gas pipelines and an unnamed stream. From this angle point, Link V2 proceeds in a southwesterly direction approximately 440 feet to an angle point. This segment of Link V2 crosses US 81/287. From this angle point, Link V2 proceeds in a westerly direction approximately 3,440 feet to an angle point. This segment of Link V2 crosses an unnamed stream and a natural gas pipeline. From this angle point, Link V2 proceeds in a northerly direction approximately 2,430 feet to the intersection of **Links V2, V4, and Z**. This segment of Link V2 crosses CR 4843 and an unnamed stream three times.

Link V3

From the intersection of **Links U3, V1, V3, and W5**, Link V3 proceeds in a southwesterly direction approximately 810 feet to an angle point. This segment of Link U3 crosses a railroad, CR 4925, and CR 4843. From this angle point, Link V3 proceeds in a southwesterly direction approximately 2,050 feet to an angle point. This segment of Link V3 crosses a natural gas pipeline and US 81/287. From this angle point, Link V3 proceeds in a westerly direction approximately 690 feet to the intersection of **Links V3, V4, and X**.

Link V4

From the intersection of **Links V3, V4, and X**, Link V4 proceeds in a westerly direction approximately 580 feet to the intersection of **Links V2, V4, and Z**. Link V4 crosses an unnamed stream.

Link W1

From the intersection of **Links T4, T5, and W1**, Link W1 proceeds in a southwesterly direction approximately 2,250 feet to an angle point. This segment of Link W1 crosses an unnamed stream and SH 114. From this angle point, Link W1 proceeds in a southwesterly direction approximately 710 feet to the intersection of **Links W1, W3, and W4**. This segment of Link W1 crosses a railroad and US 81/287.

Link W3

From the intersection of **Links W1, W3, and W4**, Link W3 proceeds in a southeasterly direction approximately 1,160 feet to an angle point. This segment of Link W3 crosses two natural gas pipelines and an existing transmission line. From this angle point, Link W3 proceeds in a southerly direction approximately 6,260 feet to the intersection of **Links W3 and W6**. This segment of Link W3 crosses a natural gas pipeline.

Link W4

From the intersection of **Links W1, W3, and W4**, Link W4 proceeds in a southeasterly direction approximately 1,270 feet to a slight angle point. This segment of Link W4 crosses two natural gas pipelines and an existing transmission line. From this angle point, Link W4 proceeds in a southeasterly direction parallel to the west side of US 81/US 287 approximately 6,320 feet to the intersection of **Links W4, W5, and W7**. This segment of Link W4 crosses Mary's Drive and a natural gas pipeline.

Link W5

From the intersection of **Links U3, V1, V3, and W5**, Link W5 proceeds in a northwesterly direction parallel to the east side of a railroad approximately 2,430 feet to an angle point. This segment of Link W5 crosses a natural gas pipeline. From this angle point, Link W3 proceeds in a southwesterly direction approximately 780 feet to the intersection of **Links W4, W5, and W7**. This segment of Link W5 crosses a natural gas pipeline, a railroad, CR 4925, and US 81/287.

Link W6

From the intersection of **Links W3 and W6**, Link W6 proceeds in an easterly direction approximately 2,130 feet to an angle point. This segment of Link W6 crosses Moss Branch. From this angle point, Link W6 proceeds in a southeasterly direction approximately 670 feet to the intersection of **Links W6, W7, and X**.

Link W7

From the intersection of **Links W4, W5, and W7**, Link W7 proceeds in a southwesterly direction approximately 1,620 feet to the intersection of **Links W6, W7, and X**.

Link X

From the intersection of **Links W6, W7, and X**, Link X proceeds in a southerly direction approximately 1,360 feet to intersection of **Links V3, V4, and X**. Link X crosses an unnamed stream.

Link Z

From the intersection of **Links V2, V4, and Z**, Link Z proceeds in a westerly direction approximately 600 feet to the Ramhorn Hill Switch.

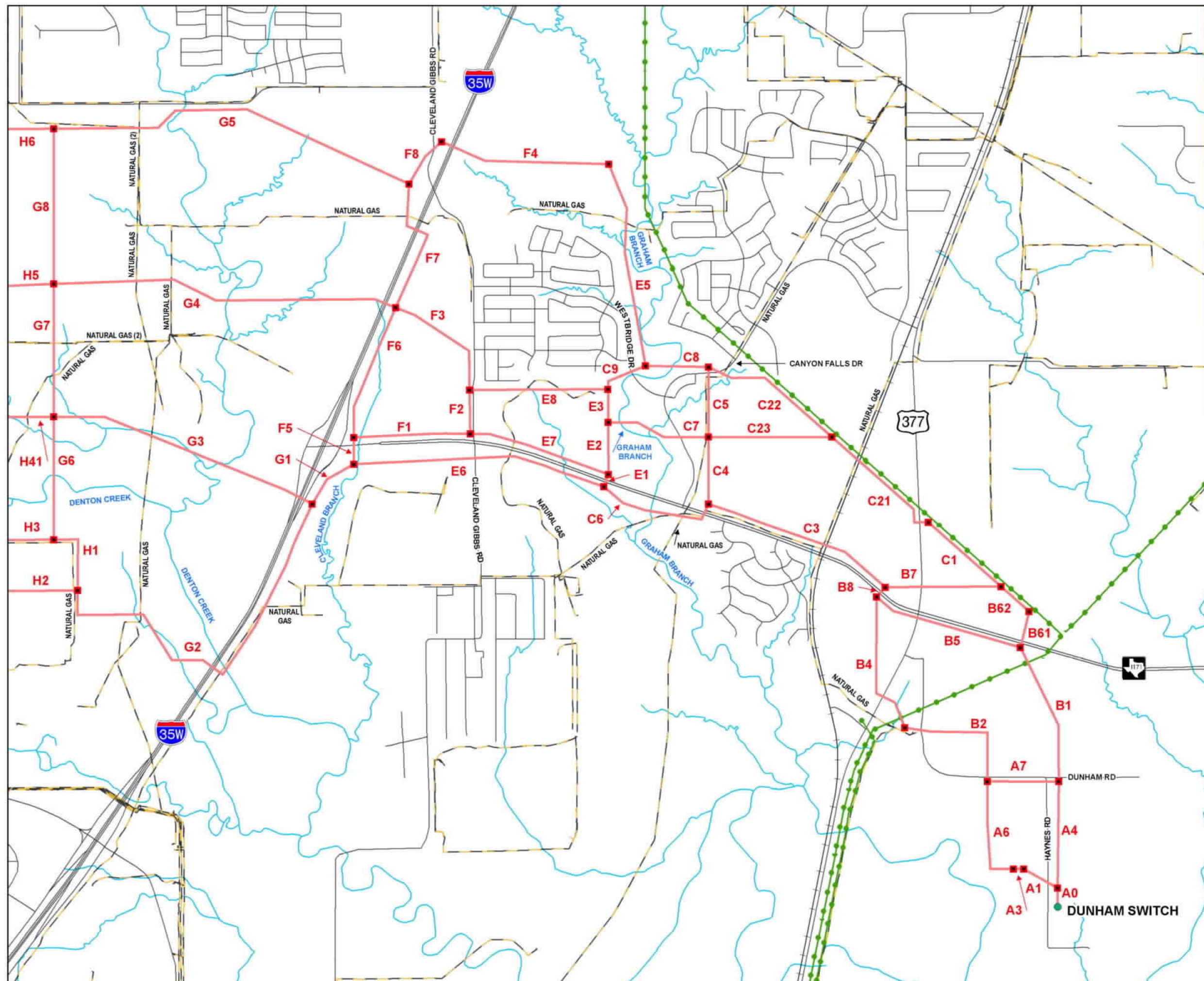
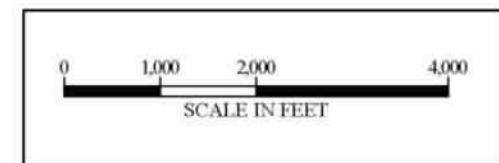
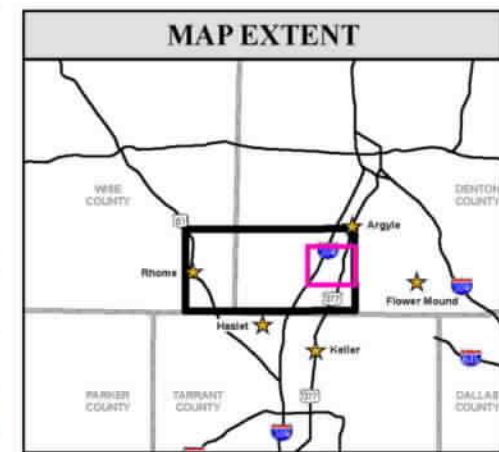
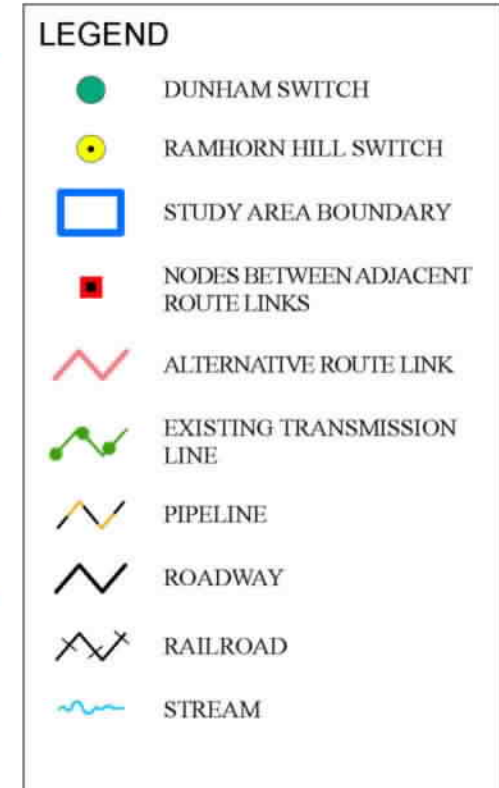


FIGURE 1
DETAILED ROUTE
DESCRIPTION MAP
RAMHORN HILL SWITCH --
DUNHAM SWITCH
345 kV TRANSMISSION LINE PROJECT



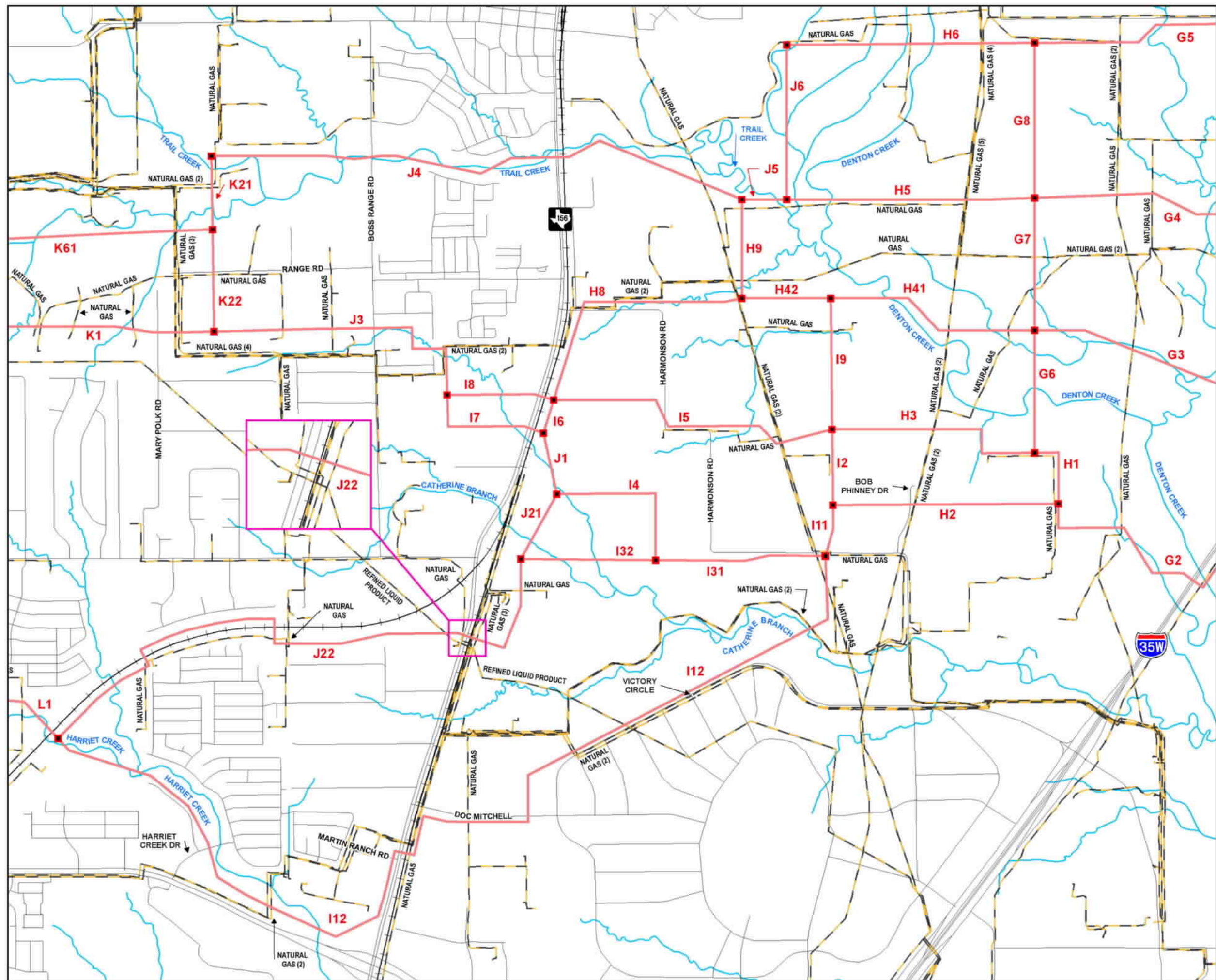












FIGURE 2

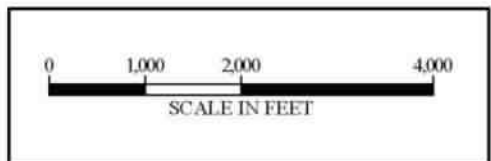
**DETAILED ROUTE
DESCRIPTION MAP**

**RAMHORN HILL SWITCH --
DUNHAM SWITCH**

345 kV TRANSMISSION LINE PROJECT

LEGEND

	DUNHAM SWITCH
	RAMHORN HILL SWITCH
	STUDY AREA BOUNDARY
	NODES BETWEEN ADJACENT ROUTE LINKS
	ALTERNATIVE ROUTE LINK
	EXISTING TRANSMISSION LINE
	PIPELINE
	ROADWAY
	RAILROAD
	STREAM



<p>SOURCE: TEXAS NATURAL RESOURCES INFORMATION SYSTEM (TNRIS), 2023</p>	
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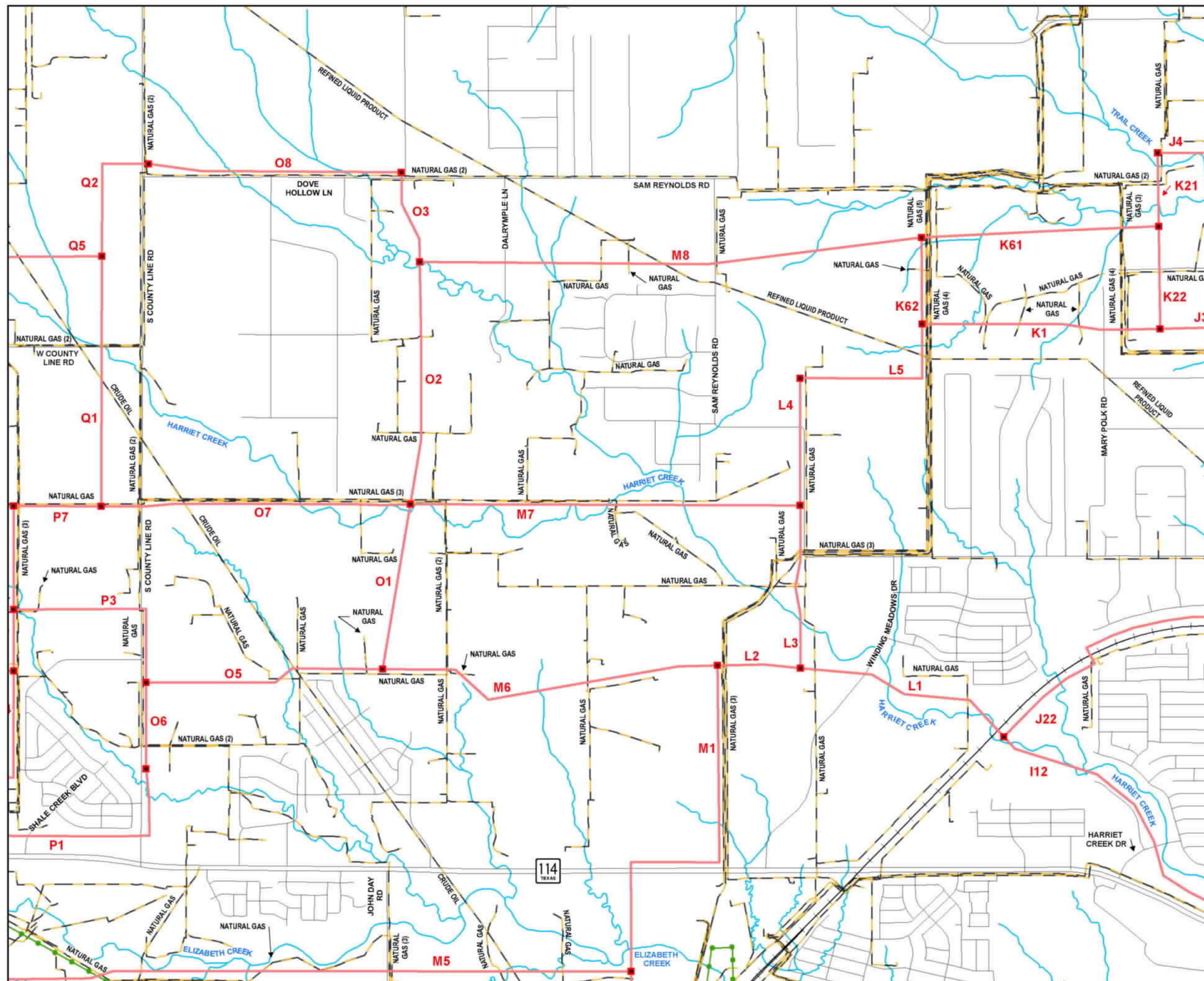
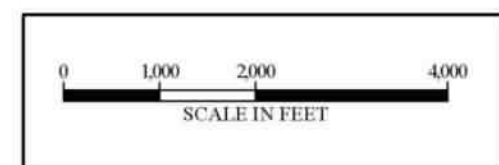
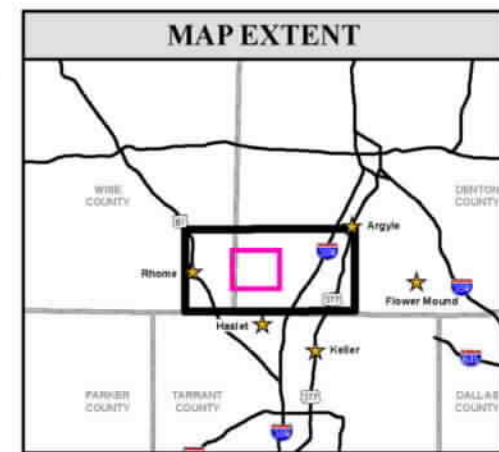
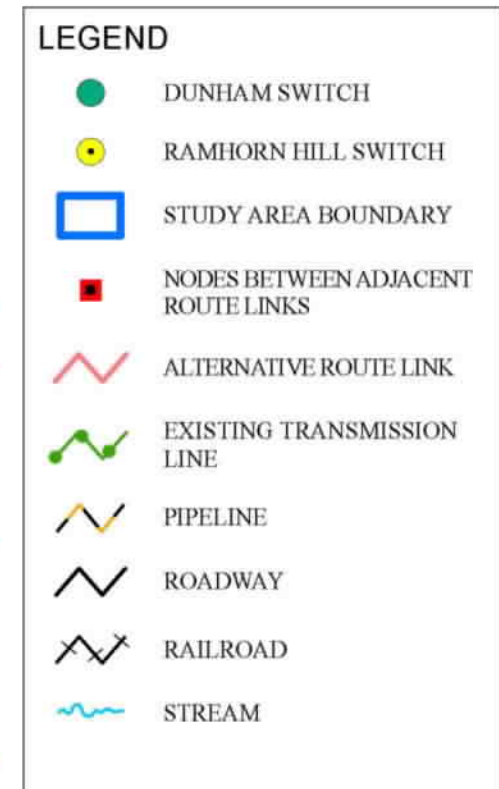


FIGURE 3
DETAILED ROUTE
DESCRIPTION MAP
RAMHORN HILL SWITCH --
DUNHAM SWITCH
 345 kV TRANSMISSION LINE PROJECT



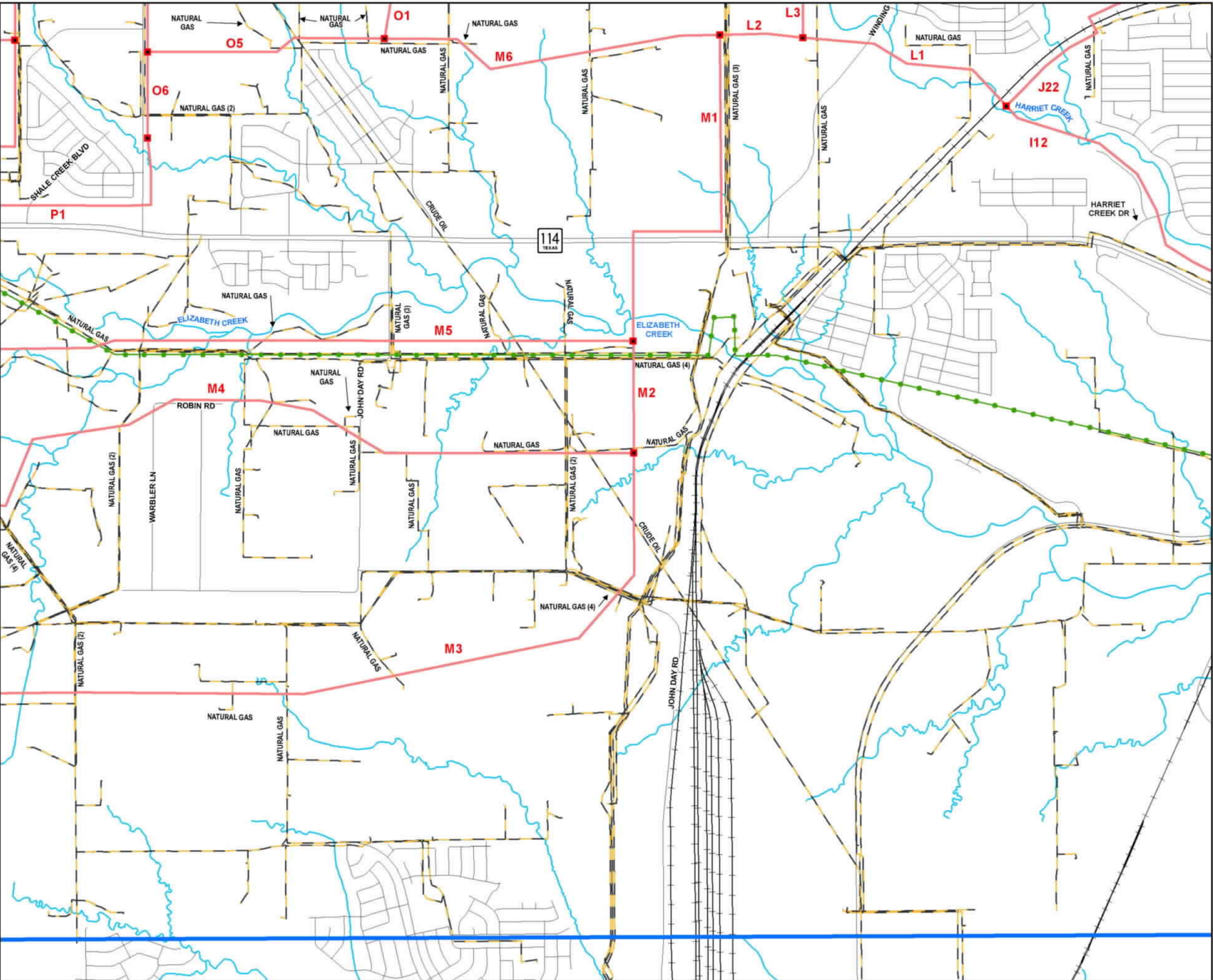
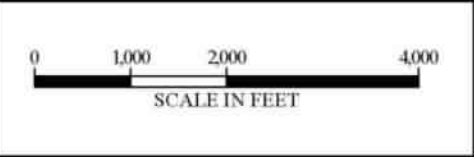
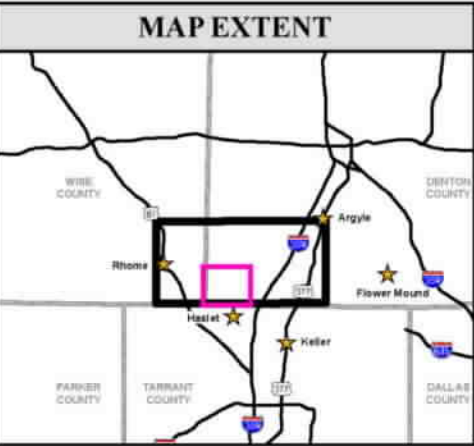


FIGURE 4
DETAILED ROUTE DESCRIPTION MAP
RAMHORN HILL SWITCH -- DUNHAM SWITCH
345 kV TRANSMISSION LINE PROJECT

LEGEND

- DUNHAM SWITCH
- RAMHORN HILL SWITCH
- STUDY AREA BOUNDARY
- NODES BETWEEN ADJACENT ROUTE LINKS
- ALTERNATIVE ROUTE LINK
- EXISTING TRANSMISSION LINE
- PIPELINE
- ROADWAY
- RAILROAD
- STREAM



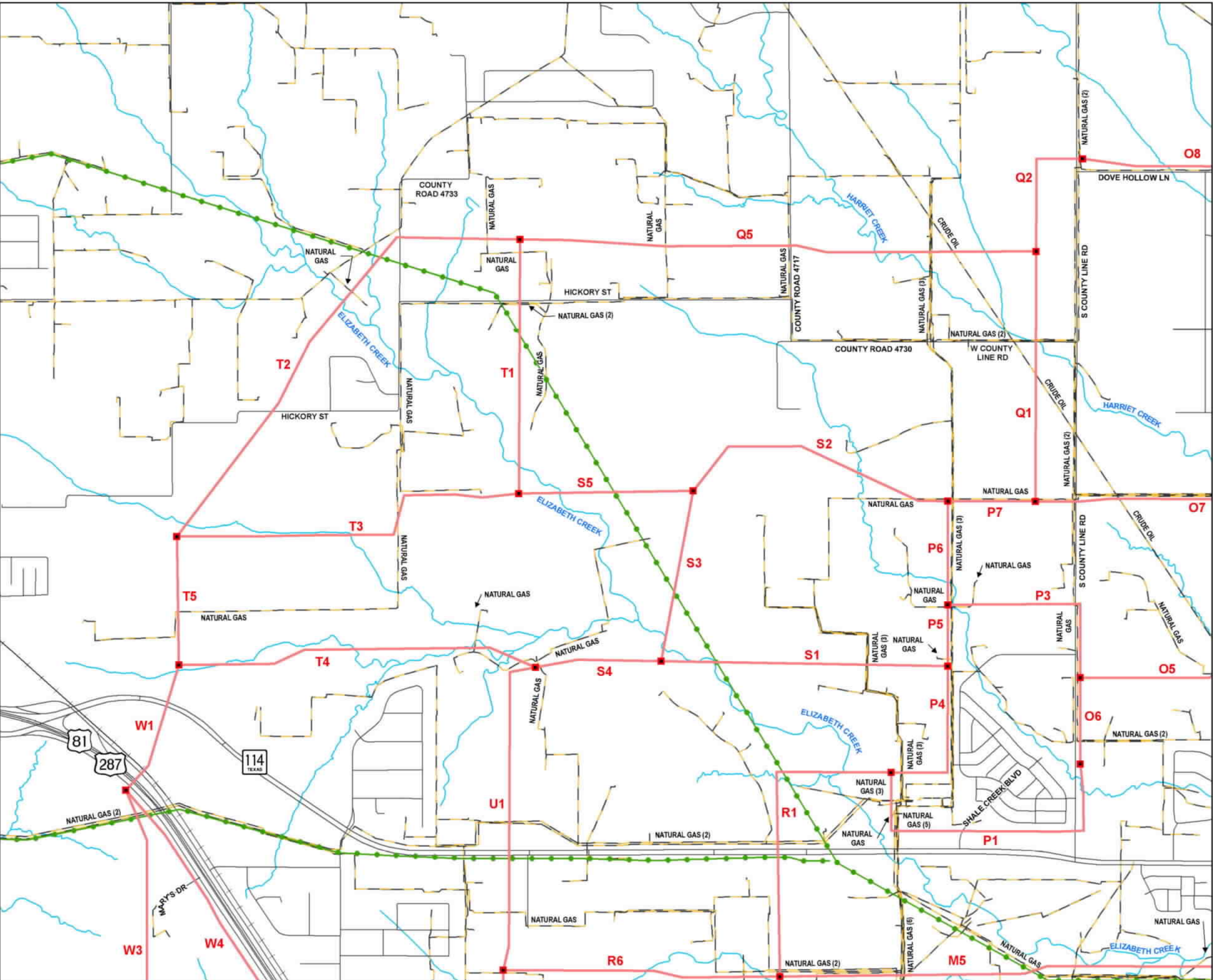
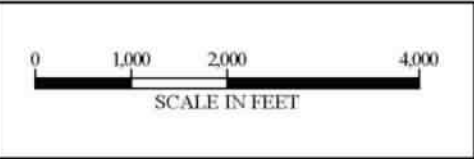


FIGURE 5
DETAILED ROUTE
DESCRIPTION MAP
RAMHORN HILL SWITCH --
DUNHAM SWITCH
345 kV TRANSMISSION LINE PROJECT

LEGEND

- DUNHAM SWITCH
- RAMHORN HILL SWITCH
- STUDY AREA BOUNDARY
- NODES BETWEEN ADJACENT ROUTE LINKS
- ALTERNATIVE ROUTE LINK
- EXISTING TRANSMISSION LINE
- PIPELINE
- ROADWAY
- RAILROAD
- STREAM



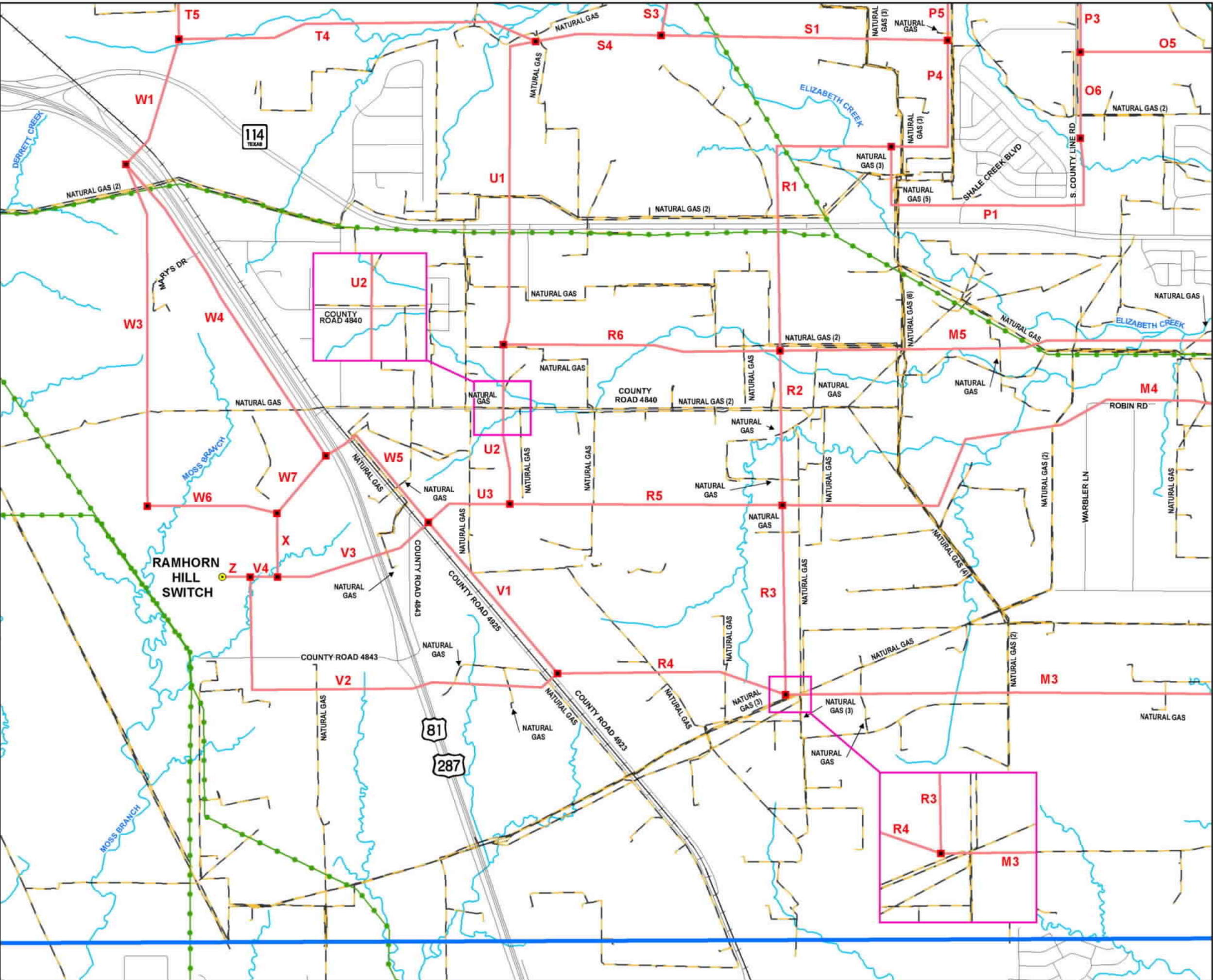
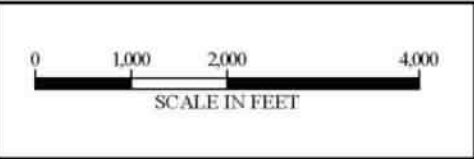


FIGURE 6
DETAILED ROUTE DESCRIPTION MAP
RAMHORN HILL SWITCH -- DUNHAM SWITCH
345 kV TRANSMISSION LINE PROJECT

LEGEND

- DUNHAM SWITCH
- RAMHORN HILL SWITCH
- STUDY AREA BOUNDARY
- NODES BETWEEN ADJACENT ROUTE LINKS
- ALTERNATIVE ROUTE LINK
- EXISTING TRANSMISSION LINE
- PIPELINE
- ROADWAY
- RAILROAD
- STREAM



Landowners and Transmission Line Cases at the PUC

Public Utility Commission of Texas



1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326
(512) 936-7260
www.puc.state.tx.us

Effective: June 1, 2011

Purpose of This Brochure

This brochure is intended to provide landowners with information about proposed new transmission lines and the Public Utility Commission's ("PUC" or "Commission") process for evaluating these proposals. At the end of the brochure is a list of sources for additional information.

The following topics are covered in this brochure:

- How the PUC evaluates whether a new transmission line should be built,
- How you can participate in the PUC's evaluation of a line, and
- How utilities acquire the right to build a transmission line on private property.

You are receiving the enclosed formal notice because one or more of the routes for a proposed transmission line may require an easement or other property interest across your property, or the centerline of the proposed project may come within 300 feet of a house or other habitable structure on your property. This distance is expanded to 500 feet if the proposed line is greater than 230 kilovolts (kV). For this reason, your property is considered **directly affected land**. This brochure is being included as part of the formal notice process.

If you have questions about the proposed routes for a transmission line, you may contact the applicant. The applicant also has a more detailed map of the proposed routes for the transmission line and nearby habitable structures. The applicant may help you understand the routing of the project and the application approval process in a transmission line case but cannot provide legal advice or represent you. *The applicant cannot predict which route may or may not be approved by the PUC. The PUC decides which route to use for the transmission line, and the applicant is not obligated to keep you informed of the PUC's proceedings. The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene, which is discussed below.*

The PUC is sensitive to the impact that transmission lines have on private property. At the same time, transmission lines deliver electricity to millions of homes and businesses in Texas, and new lines are sometimes needed so that customers can obtain reliable, economical power.

The PUC's job is to decide whether a transmission line application should be approved and on which route the line should be constructed. The PUC values input from landowners and encourages you to participate in this process by intervening in the docket.

PUC Transmission Line Case

Texas law provides that most utilities must file an application with the PUC to obtain or amend a Certificate of Convenience and Necessity (CCN) in order to build a new transmission line in Texas. The law requires the PUC to consider a number of factors in deciding whether to approve a proposed new transmission line.

The PUC may approve an application to obtain or amend a CCN for a transmission line after considering the following factors:

- Adequacy of existing service;
- Need for additional service;
- The effect of approving the application on the applicant and any utility serving the proximate area;
- Whether the route utilizes existing compatible rights-of-way, including the use of vacant positions on existing multiple-circuit transmission lines;
 - Whether the route parallels existing compatible rights-of-way;
 - Whether the route parallels property lines or other natural or cultural features;
 - Whether the route conforms with the policy of prudent avoidance (which is defined as the limiting of exposures to electric and magnetic fields that can be avoided with reasonable investments of money and effort); and
 - Other factors such as community values, recreational and park areas, historical and aesthetic values, environmental integrity, and the probable improvement of service or lowering of cost to consumers in the area.

If the PUC decides an application should be approved, it will grant to the applicant a CCN or CCN amendment to allow for the construction and operation of the new transmission line.

Application to Obtain or Amend a CCN:

An application to obtain or amend a CCN describes the proposed line and includes a statement from the applicant describing the need for the line and the impact of building it. In addition to the routes proposed by the applicant in its application, the possibility exists that additional routes may be developed, during the course of a CCN case, that could affect property in a different manner than the original routes proposed by the applicant.

The PUC conducts a case to evaluate the impact of the proposed line and to decide which route should be approved. Landowners who would be affected by a new line can:

- informally file a protest, or
- formally participate in the case as an intervenor.

Filing a Protest (informal comments):

If you do not wish to intervene and participate in a hearing in a CCN case, you may file **comments**. An individual or business or a group who files only comments for or against any aspect of the transmission line application is considered a "protestor."

Protestors make a written or verbal statement in support of or in opposition to the utility's application and give information to the PUC staff that they believe supports their position.

Protestors are *not* parties to the case, however, and do not have the right to:

- Obtain facts about the case from other parties;
- Receive notice of a hearing, or copies of testimony and other documents that are filed in the case;
- Receive notice of the time and place for negotiations;
- File testimony and/or cross-examine witnesses;
- Submit evidence at the hearing; or
- Appeal P.U.C. decisions to the courts.

If you want to make comments, you may either send written comments stating your position, or you may make a statement on the first day of the hearing. If you have not intervened, however, you will not be able to participate as a party in the hearing. Only parties may submit evidence and *the PUC must base its decision on the evidence*.

Intervening in a Case:

To become an intervenor, you must file a statement with the PUC, no later than the date specified in the notice letter sent to you with this brochure, requesting intervenor status (also referred to as a party). This statement should describe how the proposed transmission line would affect your property. Typically, intervention is granted only to directly affected landowners. However, any landowner may request to intervene and obtain a ruling on his or her specific fact situation and concerns. A sample form for intervention and the filing address are attached to this brochure, and may be used to make your filing. A letter requesting intervention may also be used in lieu of the sample form for intervention.

If you decide to intervene and become a party in a case, you will be required to follow certain procedural rules:

- You are required to timely respond to requests for information from other parties who seek information.
- If you file testimony, you must appear at a hearing to be cross-examined.
- If you file testimony or any letters or other documents in the case, you must send copies of the documents to every party in the case and you must file multiple copies with the PUC.

If you intend to participate at the hearing and you do not file testimony, you must at least file a statement of position, which is a document that describes your position in the case.

Failure to comply with these procedural rules may serve as grounds for you to be dismissed as an intervenor in the case.

If you wish to participate in the proceedings it is very important to attend any prehearing conferences.

Intervenors may represent themselves or have an attorney to represent them in a CCN case. If you intervene in a case, you may want an attorney to help you understand the PUC's procedures and the laws and rules that the PUC applies in deciding whether to approve a transmission line. The PUC encourages landowners to intervene and become parties.

Stages of a CCN Case:

If there are persons who intervene in the case and oppose the approval of the line, the PUC may refer the case to an administrative law judge (ALJ) at the State Office of Administrative Hearings (SOAH) to conduct a hearing, or the Commission may elect to conduct a hearing itself. The hearing is a formal proceeding, much like a trial, in which testimony is presented. In the event the case is referred to SOAH, the ALJ makes a recommendation to the PUC on whether the application should be approved and where and how the line should be routed.

There are several stages of a CCN case:

- The ALJ holds a prehearing conference (usually in Austin) to set a schedule for the case.
- Parties to the case have the opportunity to conduct discovery; that is, obtain facts about the case from other parties.
- A hearing is held (usually in Austin), and parties have an opportunity to cross-examine the witnesses.
- Parties file written testimony before the date of the hearing. Parties that do not file written testimony or statements of position by the deadline established by the ALJ may not be allowed to participate in the hearing on the merits. Parties may file written briefs concerning the evidence presented at the hearing, but are not required to do so. In deciding where to locate the transmission line and other issues presented by the application, the ALJ and Commission rely on factual information submitted as evidence at the hearing by the parties in the case. In order to submit factual information as evidence (other than through cross-examination of other parties' witnesses), a party must have intervened in the docket and filed written testimony on or before the deadline set by the ALJ. The ALJ makes a recommendation, called a **proposal for decision**, to the Commission regarding the case. Parties who disagree with the ALJ's recommendation may file exceptions. The Commissioners discuss the case and decide whether to approve the application. The Commission may approve the ALJ's recommendation, approve it with specified changes, send the case back to the ALJ for further consideration, or deny the application. The written decision rendered by the Commission is called a **final order**. Parties who believe that the Commission's decision is in error may file motions for rehearing, asking the Commission to reconsider the decision. After the Commission rule on the motion for rehearing, parties have the right to appeal the decision to district court in Travis County.

Right to Use Private Property

The Commission is responsible for deciding whether to approve a CCN application for a proposed transmission line. If a transmission line route is approved that impacts your property, the electric utility must obtain the right from you to enter your property and to build, operate, and maintain the transmission line. This right is typically called an easement.

Utilities may buy easements through a negotiated agreement, but they also have the power of eminent domain (condemnation) under Texas law. Local courts, not the PUC, decide issues concerning easements for rights-of-way. The PUC does not determine the value of property.

The PUC final order in a transmission case normally requires a utility to take certain steps to minimize the impact of the new transmission line on landowners' property and on the environment. For example, the order normally requires steps to minimize the possibility of erosion during construction and maintenance activities.

HOW TO OBTAIN MORE INFORMATION

The PUC's online filings interchange on the PUC website provides free access to documents that are filed with the Commission in Central Records. The docket number, also called a control number on the PUC website, of a case is a key piece of information used in locating documents in the case. You may access the Interchange by visiting the PUC's website home page at www.puc.state.tx.us and navigate the website as follows:

- Select "Filings."
Select "Filings Search."
Select "Filings Search."
Enter 5-digit Control (Docket) Number. *No other information is necessary.*
Select "Search." *All of the filings in the docket will appear in order of date filed.*
Scroll down to select desired filing.
Click on a blue "Item" number at left.
Click on a "Download" icon at left.

Documents may also be purchased from and filed in Central Records. For more information on how to purchase or file documents, call Central Records at the PUC at 512-936-7180.

PUC Substantive Rule 25.101, Certification Criteria, addresses transmission line CCNs and is available on the PUC's website, or you may obtain copies of PUC rules from Central Records.

Always include the docket number on all filings with the PUC. You can find the docket number on the enclosed formal notice. Send documents to the PUC at the following address.

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

The information contained within this brochure is not intended to provide a comprehensive guide to landowner rights and responsibilities in transmission line cases at the PUC. This brochure should neither be regarded as legal advice nor should it be a substitute for the PUC's rules. However, if you have questions about the process in transmission line cases, you may call the PUC's Legal Division at 512-936-7260. The PUC's Legal Division may help you understand the process in a transmission line case but cannot provide legal advice or represent you in a case. You may choose to hire an attorney to decide whether to intervene in a transmission line case, and an attorney may represent you if you choose to intervene.

Communicating with Decision-Makers

Do not contact the ALJ or the Commissioners by telephone or email. They are not allowed to discuss pending cases with you. They may make their recommendations and decisions only by relying on the evidence, written pleadings, and arguments that are presented in the case.

Request to Intervene in PUC Docket No. 55067

The following information must be submitted by the person requesting to intervene in this proceeding. This completed form will be provided to all parties in this docket. **If you DO NOT want to be an intervenor, but still want to file comments, please complete the "Comments" page.**

For USPS, send one copy to:

Public Utility Commission of Texas
Central Records
P.O. Box 13326
Austin, TX 78711-3326

For all other delivery or courier services, send one copy to:

Public Utility Commission of Texas
Central Records
1701 N. Congress Ave.
Austin, TX 78701

First Name: _____ Last Name: _____

Phone Number: _____ Fax Number: _____

Address, City, State: _____

Email Address: _____

I am requesting to intervene in this proceeding. As an INTERVENOR, I understand the following:

- I am a party to the case;
- I am required to respond to all discovery requests from other parties in the case;
- If I file testimony, I may be cross-examined in the hearing;
- If I file any documents in the case, I will have to provide a copy of that document to every other party in the case; and
- I acknowledge that I am bound by the Procedural Rules of the Public Utility Commission of Texas (PUC) and the State Office of Administrative Hearings (SOAH).

Please check one of the following:

- ☐ I own property with a habitable structure located near one or more of the utility's proposed routes for a transmission line.
- ☐ One or more of the utility's proposed routes would cross my property.
- ☐ Other. Please describe and provide comments. You may attach a separate page, if necessary.

Signature of person requesting intervention:

Date: _____

Effective: April 8, 2020

Comments in Docket No. 55067

If you want to be a PROTESTOR only, please complete this form. Although public comments are not treated as evidence, they help inform the PUC and its staff of the public concerns and identify issues to be explored. The PUC welcomes such participation in its proceedings.

For USPS, send one copy to:

Public Utility Commission of Texas
Central Records
P.O. Box 13326
Austin, TX 78711-3326

For all other delivery or courier services, send one copy to:

Public Utility Commission of Texas
Central Records
1701 N. Congress Ave.
Austin, TX 78701

First Name: _____ Last Name: _____

Phone Number: _____ Fax Number: _____

Address, City, State: _____

I am NOT requesting to intervene in this proceeding. As a PROTESTOR, I understand the following:

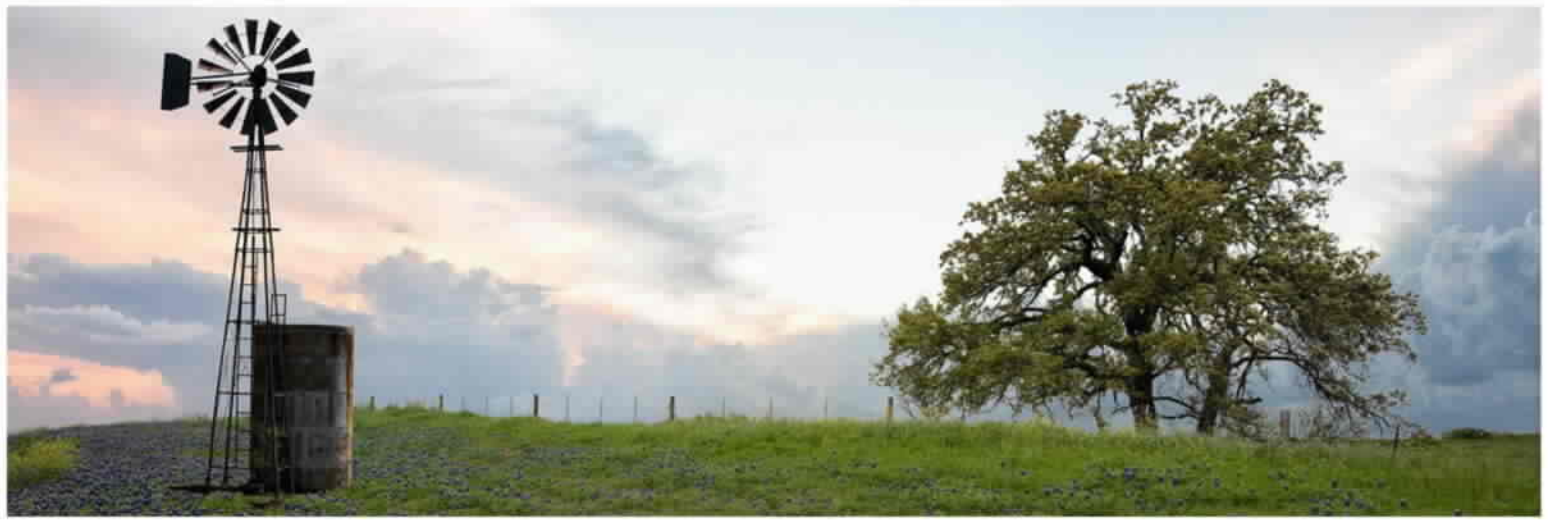
- I am NOT a party to this case;
- My comments are not considered evidence in this case; and
- I have no further obligation to participate in the proceeding.

Please check one of the following:

- ☐ I own property with a habitable structure located near one or more of the utility's proposed routes for a transmission line.
- ☐ One or more of the utility's proposed routes would cross my property.
- ☐ Other. Please describe and provide comments. You may attach a separate page, if necessary. _____

Signature of person submitting comments:

_____ Date: _____



THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • JANUARY 2022



CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
 - The initial written offer must include:
 - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
 - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
 - » the conveyance instrument (such as an easement or deed); and
 - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
 - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
 - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
 - » copies of the conveyance instrument; and
 - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM A:

Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement or an Easement Related to Pipeline Appurtenances¹

- (1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is ____.
- (2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: ____.
- (3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is ____.
- (4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is ____.
- (5) Any aboveground equipment or facility that Grantee² intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: ____.
- (6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit ____.
- (7) The maximum width of the easement under this instrument is ____.
- (8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is ____.
- (9) The entity installing pipeline(s) under this instrument: (check one)
- ☐ intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
 - ☐ does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- (10) Grantee shall provide written notice to Grantor³, at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.
- (11) The easement rights conveyed by this instrument are: (check one)
- ☐ exclusive.
 - ☐ nonexclusive.

¹ The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

² "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

³ "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument, Grantor: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- ☐ and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____.
- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- ☐ Grantee will be responsible for the restoration.
- ☐ Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: _____.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM B:

Required Terms for an Instrument Conveying an Electric Transmission Line Right-of-Way Easement⁴

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee⁵ under this instrument are generally described as follows: _____.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit _____.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is _____.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: _____.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor⁶: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- ☐ and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____
- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

⁴ The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

⁵ "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement.

⁶ "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement.

(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- ☐ Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- ☐ exclusive.
- ☐ nonexclusive.
- ☐ otherwise limited under the terms of the instrument as follows: _____.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM C:

Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement, an Easement Related to Pipeline Appurtenances, or an Electric Transmission Line Right-of-Way Easement⁷

(1) With regard to the specific vegetation described as follows: _____, Grantor⁸: (check one):

- ☐ may recover from Grantee⁹ payment for monetary damages, if any, caused by Grantee to the vegetation.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least \$25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

⁷ Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

⁸ "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

⁹ "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.